



APPLICATION PACKAGE FOR LEASE AT ROCK ISLAND ARSENAL, ILLINOIS



TABLE OF CONTENTS

SECTION 1.0	EXECUTIVE SUMMARY
SECTION 2.0	LEASING DESCRIPTION AND PERFORMANCE REQUIREMENTS
SECTION 3.0	APPLICATION SUBMISSION
SECTION 4.0	EVALUATION CRITERIA
SECTION 5.0	ARRANGEMENTS FOR INSPECTION OF SITE
SECTION 6.0	POINTS OF CONTACT



APPLICATION PACKAGE FOR LEASE OF LAND AT ROCK ISLAND ARSENAL, ROCK ISLAND, ILLINOIS

SECTION 1.0 EXECUTIVE SUMMARY

1.1 AUTHORITY

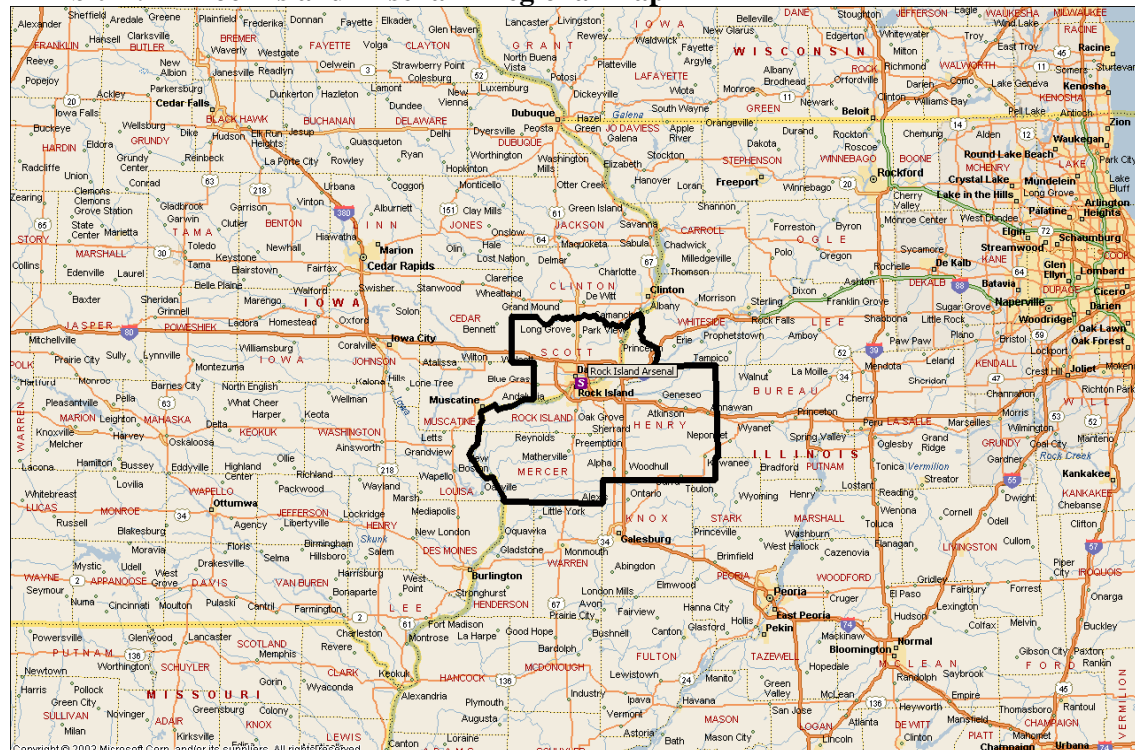
The Enhanced Used Leasing (“EUL”) process is provided under the authority of Title 10, United States Code, and Section 2667, as amended. This authority allows for military installations to outlease land and facilities to private or public entities. Specifically, installations can, among other things: 1) outgrant for other types of mission functions; 2) enter into long-term or short-term leases, providing greater flexibility for facility reuse; and 3) receive no less than fair market rental, in cash or in-kind, as consideration for the leased property.

1.2 ROCK ISLAND ARSENAL

Location

U.S. Army Garrison-Rock Island Arsenal (“RIA”) is located in Rock Island, Rock Island County, Illinois. The map below depicts the location of RIA, the outline of the MSA, and the larger region. RIA is located on an island in the Mississippi River; the river separates Illinois from Iowa, and there are bridges from the Subject to both states. Rock Island County covers an area of 427 square miles. The City of Rock Island is the county seat, and has a population of 39,684. Principal cities and towns in the County include Moline (population 43,768), East Moline (20,333), Silvis (7,269), and Milan (5,348). Rock Island is part of the area known as the “Quad Cities,” which also include Moline, IL to the east; Davenport, IA to the north; and Bettendorf, IA to the northeast. The MSA includes Rock Island, Henry, and Mercer counties in Illinois and Scott County in Iowa. Mercer County was added to the MSA in 2005.

Exhibit A: Rock Island Arsenal – Regional Map



History

RIA is an active US Army facility located on a 946-acre island in the Mississippi River. In 1969, the arsenal was placed on the National Register of Historic Places. In 1989, the original arsenal buildings were designated a National Historic Landmark.

The importance of the island was identified as early as 1809, when it was set aside as a federal military reservation by an Act of Congress. In 1816, Fort Armstrong was built as part of a system of forts in the Upper Mississippi Valley. The fort's most important role in keeping the peace was when it served as military headquarters during the Black Hawk War of 1832. It was abandoned in 1836, but remained an ordnance depot until 1845.

An Act of Congress established Rock Island Arsenal in 1862. Major Charles P. Kingsbury, the first Commanding Officer of RIA, located and designed three buildings for the arsenal. In 1867, the Clock Tower Building was the only one completed.

Brevet Brigadier General Thomas J. Rodman, the second Commanding Officer of Rock Island Arsenal, redesigned the arsenal on a much grander scale. For his contributions from 1865 to 1871, he is known as the "Father of Rock Island Arsenal." Rodman designed the ten stone shops at the center of the island. The five buildings in the south row were designated "arsenal row," and were designed for the manufacture and overhaul of general ordnance material. The five buildings in the north row were designated "armory row," and were designed for the manufacture and overhaul of small arms. Rodman also designed living quarters for himself, Quarters One, and his military assistants.

Current Status

Today RIA is a major Army installation that is the home to more than 63 tenant organizations providing critical products and services to all of our Armed Services. The island is almost a mile wide, three miles long. RIA is the largest employer in the Quad Cities area, with an estimated strength of more than 6,600 jobs. The RIA provides world-class base operations support to all of the island's employees, residents, and visitors. The Garrison is the installation's face to the community.

The U.S. Army Joint Manufacturing and Technology Center ("RIA JMTC") is the Army's only vertically integrated metal manufacturing facility and the only remaining U.S. Army foundry. The center has multifunctional capabilities that include engineering and laboratory facilities, the varied production elements of machining, tool/gage manufacturing, castings, investment casting, forging, gear/spring manufacturing, shot blast, welding, extensive laser cutting, stereo lithography (3D modeling), and assembly/packaging capabilities. There is also a state-of-the-art hydraulic recoil simulation complex. Core items produced at the center are howitzer cradles, recoils, and mounts; with RIA manufacturing being the only domestic producer of hydro-pneumatic recoil mechanisms for artillery systems. The center is the sole producer of the M119A2 mm Howitzer, the Body Explosive Ordnance Disposal System, Forward Repair System, and small arms field service gages.

Other tenant activities include the Headquarters, U.S. Army Field Support Command, U.S. Army Installation Management Agency NW Region, U.S. Army Tank Automotive Life Cycle Management Command, U.S. Army Corps of Engineers-RI District, U.S. Army Joint Munitions Command, U.S. Army Civilian Human Resources Agency North Central Region,

ROCK ISLAND ARSENAL EUL
FOR OFFICAL USE ONLY

Defense Finance and Accounting Service, U.S. Army Edgewood Chemical and Biological Center, and U.S. Army Armament Research Development and Engineering Center.

1.3 Golf Facilities, Quarters One, and/or 11-Acre Parcel

1.3.1 VISION.

Rock Island Arsenal is looking to lease the land and historic improvements supporting the golf facilities, Quarters One and/or the 11-acre parcel. The successful selected offeror is afforded the opportunity to enhance these structures and operations to the benefit of the installation while maintaining compliance with applicable government regulations.

1.3.2 SITE.

Fronting on the Mississippi Rive, the golf facility consists of an existing 18-hole golf course and country club currently operating as the Rock Island Arsenal Golf Club (RIAGC). The RIAGC leases the Golf Course and all buildings on its grounds from the Army. Per the lease agreement, the Department of the Army retains ownership of the land and all permanent structures that have been built on the EUL site. Historically, this golf facility has been operated and leased as a private golf course. Presently, the golf facility has been under lease by RIAGC, from the Department of the Army since approximately 1905. Per existing agreements, the RIAGC currently reimburses RIA for utility usage, roads and grounds use, police and fire protection, and environmental impact, in addition to lease payments.

Located on 162.7 acres, the golf course was originally developed in 1902, and the 18,000 square foot clubhouse was built in 1906 by RIAGC. Other buildings and facilities have been constructed since that time on the clubhouse grounds as well as in support of the golf course itself. The entire club consists of nine buildings and a swimming pool built and maintained by RIAGC. The clubhouse has been expanded and renovated over time, and there are reported plans to continue this expansion.

The golf course has four tee boxes as follows:

<u>Tee</u>	<u>Yardage</u>	<u>Par</u>	<u>Course Rating</u>	<u>Slope</u>
Blue:	6,585	71	71.2	124
White:	6,254	71	69.9	121
Gold:	5,594	71	66.5	115
Red:	5,527	73	72.7	119

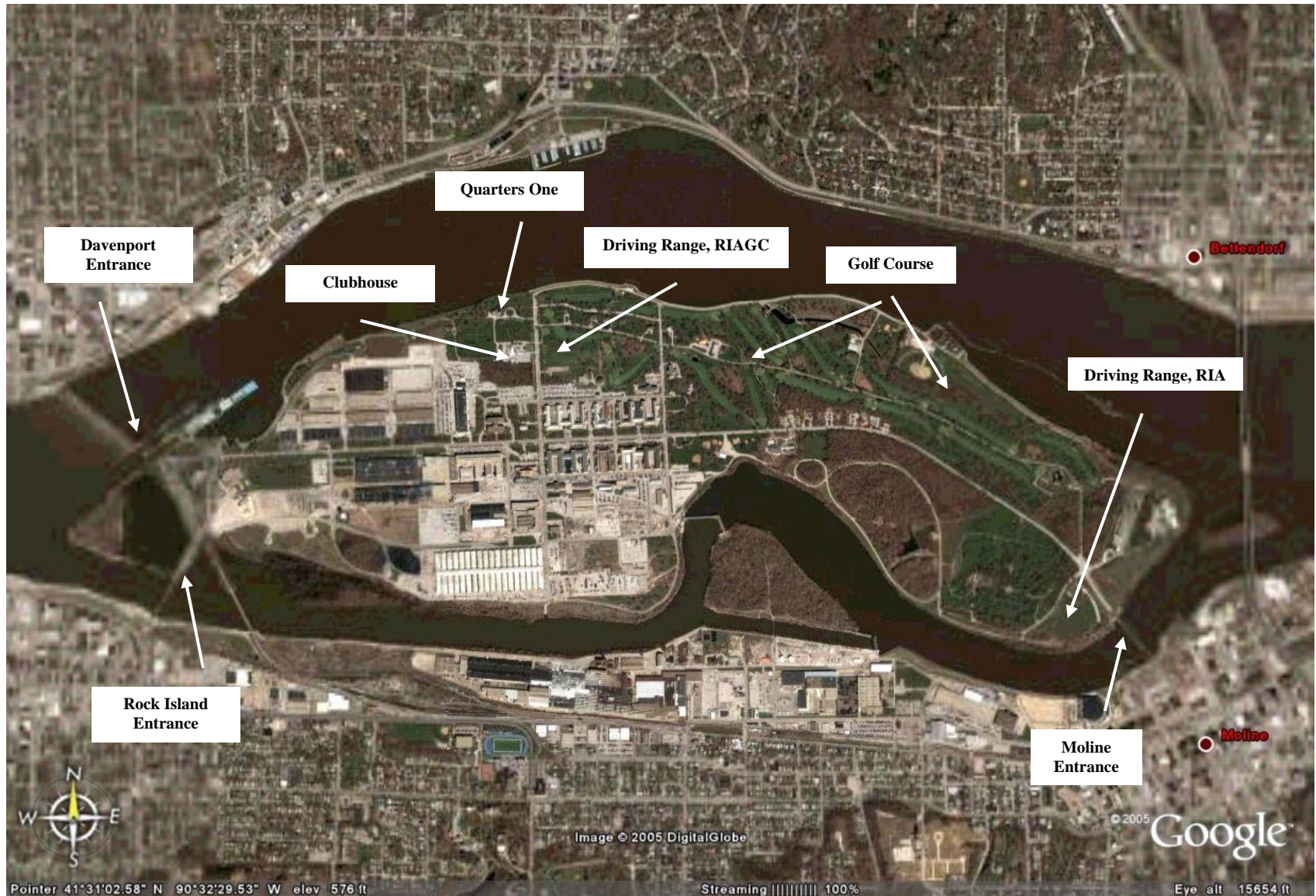
Quarters One consists of approximately 50 rooms and is nearly 22,000 square feet constructed on approximately 15.3 acres. It was built in 1871 for Brigadier General Thomas J. Rodman, and its design is considered Italianate. It is the second largest single-family residence owned by the federal government; the White House is the first. Quarters One is currently used as a general's quarters.

The 10.6-acre Parcel, which is located directly inside the Moline Gate, currently has a driving range which was built in 2003 by RIA. There are currently 30 tee boxes, a ball dispending machine, a vending machine and a maintenance building with a restrooms.

Located on an island, portions of all the above properties are located in floodplains.

ROCK ISLAND ARSENAL EUL
FOR OFFICAL USE ONLY

Exhibit B: Rock Island Arsenal



1.4 BUSINESS OPPORTUNITY

RIA seeks to competitively lease the land and historic improvements supporting the golf facilities, Quarters One and/or the 11-acre parcel.

The successful private sector bidder will operate and maintain the facilities and provide an in-kind consideration return to the Army equal to the fair market value of the leased real property. To this end, RIA sees these private sector opportunities as compatible with the RIA mission and as an extension of RIA business objectives.

RIA believes there is an opportunity for RIA and a selected offeror to work together to receive mutual benefits. Specifically, the private sector has the opportunity to receive a market rate return from the golf facilities, historic home and 11-acre parcel operations while providing a cash and or in-kind consideration for RIA.

1.5 PROJECT SUMMARY

1.5.1 PROJECT DESCRIPTION. The proposed Rock Island Arsenal EUL project would involve approximately 190 acres on Rock Island Arsenal.

RIA will competitively select an offeror based on an objective best value determination considering only the information submitted in response to this solicitation.

1.5.2 PROJECT GOAL. The Army is competitively seeking a prospective offeror (hereafter “Operator”) to lease the golf facility, Quarters One and/or 11-acre parcel to optimize the rent paid to RIA. Upon selection of an Operator, the Army and the Operator will work together to develop a Business and Leasing Plan (hereafter “Plan”) for development and operation of the facilities. The Operator selected will be expected to thoroughly, creatively, and professionally identify issues, analyze solutions, and determine entrepreneurial processes to ensure the successful implementation of the Plan.

The goals of the project are to:

- Provide Morale Welfare and Recreations (MWR) patrons at RIA increased access at reduced rates to all facilities, including the club house, swimming pool, and golf course;
- Renovate/retrofit/develop Quarters One and the 11-Acre Parcel into viable projects;
- Allow RIA to utilize in-kind consideration generated by the project to further enhance the quality of life for those working at and served by the installation;
- Provide direct development project services via in-kind consideration to maintain RIA installation assets and infrastructure; and
- Employ the best commercial practices to the benefit of both the Army and Operator.

1.5.3 PROJECT CONCEPT. The Department of the Army proposes to lease the above described real property for a term in line with the proposed development, but in no event to exceed 50 years, to the Operator. In exchange for the value of the leased assets, the Operator will finance, plan, operate and manage the golf facilities, Quarters One and/or the 11-acre parcel for the term of the lease. In addition, the Operator will provide RIA

cash or in-kind consideration of at least fair market value of the leased asset, in addition to reimbursement for installation support services.

1.5.4 BUSINESS AND LEASE PLAN. The Plan will provide details regarding the financing strategies, lease terms and conditions, development scope, use restrictions, property and asset management procedures, terms and conditions for in-kind consideration, and other matters agreed upon by the Operator and the Army. Upon completion of the Plan and final approval by the Army, a lease and other transfer documents will be negotiated by RIA and the Operator to implement the Plan, or portions thereof. The decision to implement the Plan will be made by the Army at its discretion. If potential development opportunities are identified during the planning process that cannot be accommodated under the leasing authority, the Operator and RIA will, if feasible, discuss implementation through alternative authorities.

In no event will the Army be responsible for the payment of any fees or have any liability to the Operator for the Plan or work product generated in developing the Plan should the plan not be acceptable.

1.5.5 DEVELOPMENT PROCESS. Upon selection of the Operator, the Army and the Operator will work cooperatively to develop a Plan, which will be implemented through a lease or leases for selected real estate assets at RIA. The Operator will be responsible for drafting the Plan. This Plan will be reviewed by the Army and its advisors. It should be noted that the Army has final approval of the Plan. In addition, the Plan may be subject to review by local government stakeholders.

1.5.6 RIA PARTICIPATION. RIA anticipates that it will participate in the project in the following ways:

- RIA has made real property available for lease. The Operator and the Army will cooperatively create a Business and Leasing Plan and jointly determine potential uses for the sites.
- RIA will receive in-kind consideration from the Operator of at least the fair market value of the leased assets. The form, amount, and timing of the in-kind consideration will be defined in the Business and Lease Plan.

1.6 EVALUATION CRITERIA

Applications from Offerors will be evaluated on the basis of the following criteria. A complete explanation of the criteria can be found at Section 3.9. RIA will select an Operator based on an objective “best value” determination and will consider only the information that is submitted in response to this solicitation. The following factors will be given equal weight in making this determination. Therefore, a proposal that utilizes all real estate, though preferred, may or may not be the best value proposal.

1.6.1 EXECUTIVE SUMMARY. Describes and provides documentation of the Offeror’s legal organizational structure, key people, insurance coverage, and past history. This section is meant to familiarize the Army with the Offeror’s organization, not to summarize the remaining sections of the proposal. This section will be reviewed but not scored.

1.6.2 RELEVANT EXPERIENCE INCLUDING PAST AND PRESENT PERFORMANCE. Considers the extent of the Offeror's corporate and key personnel experience in successfully managing and operating golf facilities, redevelopment, rehabilitation, or adaptive re-use of historic properties and developing the EUL site with other compatible and synergistic optimal uses under a lease arrangement. The evaluation team may consider information about other projects performed by the Offeror, identified through any and all means, including but not limited to customer surveys and comments from Government agencies.

1.6.3 FINANCIAL. Considers the extent of the Offeror's experience in dealing with financing mixed-use and other special use properties, inclusive of the operations existent on the EUL site. Additionally, the Offeror's proposed financial strategy and financial capability will be considered.

1.6.4 DEVELOPMENT PLAN. Considers the offeror's vision, development plan, and methodology for this opportunity to enhance the land and historic improvements supporting the golf facilities, Quarters One, and/or the 11-acre parcel.

1.6.5 MARKETING PLAN. Considers the approach to identifying potential users of the golf facility, historic home, and 11-acre site.

1.6.6 MANAGEMENT/MAINTENANCE PLAN. Considers the ability and experience in properly operating, managing and maintaining the facilities over an extended period of time. Furthermore, this criterion considers both the environmental and historic preservation practices being proposed in the operation and maintenance of the properties. This feature is critical to the development's continued long-term viability.

1.6.7 CAPABILITY/QUALIFICATIONS. Considers the extent of the Offeror's corporate and key personnel capability and qualification to provide the services and team required for planning and implementation of the project as well as the Offeror's approach to the project.

1.6.8 ACHIEVEMENT OF ARMY GOALS, CONCEPTS AND OBJECTIVES. Considers the extent to which the Offeror's approach indicates an understanding of the Army's goals, concepts and objectives, as described in Section 1.5 of this NOL, and a realistic approach to accomplishing them.

SECTION 2: ENHANCED USE LEASING DESCRIPTION AND PERFORMANCE REQUIREMENTS

2.1 SUMMARY OF LEASING PROCESS. Following selection of the Operator, the Army and the Operator will work together to produce a Business and Leasing Plan (Plan) for RIA. The Army will issue a conditional Notice of Lease award to the Operator. In developing the Plan, the Army and the Operator will consult stakeholders within the community, as appropriate. Proposed uses for the leased land will be determined during the Plan development. The Army will work with the Operator in preparing a lease and other documents required to implement the Plan. An initial sample outline for contents of the Plan is as follows:

- A further description of the Army's goals, concepts and objectives for the leasing arrangement and methods for meeting them.
- Sources of capital, including debt and equity.
- Overall leasing and development schedule.
- Detailed leasing and development budget including operating pro forma and revenue pro forma.
- Roles and responsibilities of the Army, RIA, and the Operator, including a description of any anticipated partnership or joint ventures by the Operator.
- Development plans and timelines, including any drawings, floor plans, site plans, etc.
- A treatment plan to ensure adequate governmental compliance with historic regulations and coordination with SHPO.
- Documents required to comply with the National Environment Policy Act (NEPA) and other applicable laws.
- Detailed plan specifying the amount and timing for payment of in-kind consideration to RIA.
- A detailed description of any opportunities identified during the planning process that cannot be accommodated by the current lease authority, and, if feasible, a plan for proceeding under an alternative authority.

The Operator will prepare draft portions of the Plan for review by the Army and its advisors. The Army will work with the Operator to arrange for review by relevant stakeholders, including various constituencies with an interest in the project, both inside and outside the government.

At the end of the planning stage, the Plan and supporting documents will be submitted to Headquarters, Department of the Army (HQDA) for approval. If approved, the Army will execute lease arrangements and proceed with the project.

In the unlikely event that the Army and the Operator cannot agree on a Plan, implementing lease or other required documents, or if the Plan is not accepted by HQDA, the Army, at its option, may render this application process null and void, and direct the Operator to cease all work on the project. This can occur without giving rise to any right or claim by the Operator.

Should this occur, the Army maintains the right, at no cost, to make full use of the Plan and to proceed to negotiate and work with other Operators on this or similar projects.

2.2 LEASE PAYMENT PROVISIONS. The Operator will provide RIA cash or in-kind consideration not less than the fair market value of the leased land. Details regarding these payments will be provided in the Plan.

2.3 UTILITIES AND SUPPORT SPACE. The Operator will be responsible for coordination of all utilities and support services used in the operation and management of the existing and/or newly developed buildings on the leased land.

2.4 PROPERTY MAINTENANCE/MANAGEMENT. The ability to properly maintain and manage the proposed project is critical to the development's continued long-term viability. The Operator, as a part of the Plan, shall work with the Army to develop a property maintenance/management program that meets all project goals. The operator shall employ the appropriate environmental and historic preservation practices in the operation and maintenance of the properties. The Operator will have responsibility for all property maintenance and management items throughout the life of the project.

2.5 ENVIRONMENTAL CONSIDERATIONS. RIA will produce and make available a Phase I environmental assessment report (Environmental Baseline Study) for the acreage included in the project.

2.6 DISPUTES. Any dispute concerning a question of fact or procedure arising under this application, which is not disposed of by agreement, shall be decided by the Army, who shall mail or otherwise furnish a written copy of the decision to the Offeror.

SECTION 3.0 APPLICATION SUBMISSION

3.1 PROVISIONS. Offerors are required to comply with the following instructions while developing their proposal. Where instructions conflict and no order of precedence is specified, the most stringent requirement applies. A reference to, or direction to comply with, a particular paragraph shall include, as appropriate, all sub-paragraphs thereunder. Oral explanations or instructions given before the signing of the Lease will not be binding. Any written information concerning the application given to any prospective Offeror will be furnished promptly to all other prospective Offerors. If the information is necessary in submitting applications or if the lack of it would be prejudicial to any other prospective Offeror, the information will be furnished as an amendment to the application. By submitting an application, the Offeror agrees to provide non-discrimination and Civil Rights assurances if applicable. Additional provisions the Offeror should note include:

- The information provided by the Offeror may be used by the Army to conduct a comprehensive background and credit check.
- The Offeror may provide the facilities and services to the Army as agreed upon in the Plan and lease either directly or through subleases or concession agreements that have been reviewed and accepted by the Army.
- The right is reserved, as the interest of the Army may require, to reject at any time any and all applications, to select more than one Offeror, to waive any informality in applications received, and to accept or reject any items of any applications unless such application is qualified by specific limitation.
- The Offeror may joint venture with another Offeror. A joint venture (team arrangement) shall meet the following requirements:
 - All applications submitted by joint ventures must include a copy of the executed joint venture agreement.
 - Parties to the joint venture must sign the proposed Lease or Leases, as agreed to in the Plan. In the case of corporations that are joint venture entities, the corporation secretary must certify that the corporation is authorized to participate in the joint venture, by so certifying in the joint venture agreement and by submitting a separate certification to the Army prior to Lease award. The joint venture must also provide a certificate, which identifies a single point of contact, i.e., a principal representative (by name) of the joint venture for purposes of resolution of lease matters and payment issues.
- Novogradac & Company is serving as an advisor (and have recused themselves from the competition) to the Army on this project. All offerors must certify they are not using nor have they used Novogradac & Company to assist in the preparation of any proposal related to this project (conflict of interest certification is included in the NOL appendices).
- The Offeror will be aware of, and agree to the payment of, a transaction fee as a requirement of executing the ground lease at the time of the lease signing. The transaction fee will be calculated based upon a percentage fee of the market value of the lease and will be negotiated during the completion of the Business and Lease Plan.

3.2 CANCELLATION OF AVAILABILITY BY THE GOVERNMENT. The Government is sponsoring this leasing transaction solely for the purpose of achieving the goals established in the enabling legislation. While the Government intends to enter into a lease with the Offeror, it is under no obligation to do so, and reserves the right to cancel this availability and reject all application submissions. The Government reserves the right to suspend or modify all aspects of this process and to waive informalities and minor irregularities in offers received where it is in the best interest of the Government to do so.

3.3 HOLD HARMLESS. By participating in the application process, Offerors agree to hold the United States, its officers, employees, and advisors harmless from all claims, liabilities, and costs related to all aspects of this application. Under no circumstances shall the Government be liable for any real estate brokerage commissions, finder's fees, or other forms of compensation related in any way to activities undertaken by any person as a result of the submission of the NOL proposal.

3.4 AMENDMENTS TO APPLICATION PACKAGE. This application package may be amended by formal amendment document, letter, or facsimile. If this application is amended, then all terms and conditions, which are not modified, remain unchanged. Offerors shall acknowledge receipt of any amendments to this application by the date and time specified in the amendment(s). Acknowledgment shall be made by signing and returning the amendment(s), or sending a letter or telegraphic acknowledgment.

3.5 INDUSTRY FORUM NOTICE TO APPLICANTS. An Industry Forum will be held on 12 July 2006 to discuss the approach to this transaction. The conference will be held at the Baylor Conference Center located at Rock Island Arsenal in Rock Island, Illinois. Information (e.g., attendee list, presentations, questions & answers) regarding this industry conference can be found on the following website: <http://eul.army.mil>.

3.6 NOTICE OF ORAL PRESENTATIONS. Potential Offerors should note that they may be required to present their proposals orally to RIA and its advisors. The time and date for this presentation will be scheduled individually with the Offeror after written proposals have been submitted and evaluated. If any oral presentation is required, it should be limited to 60 minutes. During an Offeror's oral presentation, the Offeror should be prepared to provide information concerning any aspect of the written proposal submitted. At the conclusion of the oral presentation, the Offeror should plan to be available for approximately 30-45 additional minutes to respond to questions.

The Offeror may choose whatever media for making its team's oral presentation. The Army will provide an overhead projector, LCD data projector, and laptop with CD-ROM compatibles. If the Offeror decides to use media other than what is provided, the Offeror must provide and set up the equipment him or herself. The Offeror should bring ten (10) complete sets of all overheads and any other handouts to the Offeror's oral presentation.

3.7 SUBMISSION OF APPLICATIONS. Offeror applications are due at 5:00 pm Eastern Time on the date specified on the project website [<http://eul.army.mil>]. The information below must appear in the lower left corner of the submission envelope:

Sealed Application for Lease of Real Property; must be received NLT:
Time: 5:00 p.m. (EST) Date: Friday August 18, 2006
Project Name: Rock Island Arsenal EUL Project

ROCK ISLAND ARSENAL EUL
FOR OFFICAL USE ONLY

Offeror applications and modifications shall be submitted in sealed envelopes or packages addressed to the following:

U.S. Army Corps of Engineers (USACE)
Baltimore District
ATTN: Joseph Consoli, Real Estate Division

If hand delivered,
to Office Location:
10 South Howard Street, Room 7620
Baltimore, MD 21201

If mailed, to Mailing Address:
P.O. Box 1715, CENAB-RE
Baltimore, MD 21203-1715

In addition, the sealed envelopes or packages should be labeled with the Offeror's name, address, contact person and time specified for receipt. Electronic, telegraphic, or facsimile offers and modifications will not be considered without express written authorization of USACE.

3.8 SUBMITTAL ORGANIZATION. The applicants' proposals shall consist of seven (7) original documents and three (3) copies with the sections below clearly labeled. The sections constitute the factors that will be evaluated and are listed in order of evaluation importance excluding Section I, which will not be evaluated.

ROCK ISLAND ARSENAL EUL
FOR OFFICAL USE ONLY

Application Submittal			
Section	Description of Factor	Number of Submittals	Page Limit ¹
I	Executive Summary	7 original, 3 copies and one electronic copy ² to USACE	5 pages
II	Relevant Experience/Past and Present Performance	7 original, 3 copies and one electronic copy ² to USACE	10 pages
III	Financial	7 original, 3 copies and one electronic copy ² to USACE	10 pages
IV	Development Plan	7 original, 3 copies and one electronic copy ² to USACE	10 pages
V	Marketing Plan	7 original, 3 copies and one electronic copy ² to USACE	10 pages
VI	Management/Maintenance Plan	7 original, 3 copies and one electronic copy ² to USACE	10 pages
VII	Capability/Qualifications	7 original, 3 copies and one electronic copy ² to USACE	10 pages
VIII	Achievement of Army Goals. Objectives, and Concepts.	7 original, 3 copies and one electronic copy ² to USACE	5 pages
	TOTAL		70 pages

NOTES:

1. Any pages exceeding the limits set above will be destroyed and not evaluated. Supporting data such as mandatory forms, resumes, financial statements, *pro formas*, cost estimates, engineering calculations, photos, drawings and catalog cuts do not count against the page limits indicated above.
2. All sections should be submitted on the same disk/CD ROM.
3. All sections of the Application will be provided in a ten (10) font size or greater.

Applicants should mark as proprietary all information that is proprietary and not releasable to the public.

3.9 REQUIRED FACTOR SUBMISSION INFORMATION. Each section in the Offeror's submission must include a description of Offeror's approach to the following factors. These factors comprise the minimum compliance with RIA goals and must be submitted in order for applications to be considered complete. It is the desire for RIA that applicants attempt to exceed these minimum requirements where possible. The Army reserves the right to evaluate and recommend applicants based upon an overall best value determination. All Factors are of equal weight.

3.9.1 SECTION I – EXECUTIVE SUMMARY

- The name, address, telephone, e-mail, and fax numbers of each principal, partner, and/or co-venturer participating on the Offeror's team and the name of the representative authorized to act on behalf of the team.
- Identification of any affiliation or other relationship between any of the members of the team responding to this application and any development company, parent company, or subsidiary.
- A description of the Offeror's status (i.e., a corporation, a nonprofit or charitable institution, a partnership, a limited liability company, a business association, or a joint venture) indicating jurisdiction under whose law the Offeror's firm is organized and operating, and a brief history of the Offeror's business structure and its principals.
 - If the Offeror is a corporation, provide the following: 1) Articles of Incorporation and by-laws; 2) Names, addresses, dates of birth, and Social Security numbers of officers and participating principals; 3) Corporate resolution authorizing the proposed transaction; and 4) Summary of Corporate Activity.
 - If the Offeror is a partnership/joint venture, provide the following: 1) partnership/joint venture agreement; 2) Names, addresses, dates of birth, and Social Security numbers of the partners and 3) each principal member's appropriate history and background, assigned areas of responsibility, and any legally enforceable agreements or other mechanisms that will be relied on to ensure the firm's successful long-term operation.
 - If the Offeror is a sole proprietorship, provide Social Security number, date of birth, and current address.
- Date and location of establishment and the date of incorporation under the present name.
- Explanation of types of services the Offeror provides and how they relate to this application.
- Whether the Offeror (or one of the proposed team members) has ever been terminated for default, non-compliance, or non-performance on a contract or Lease. Provide a detailed description; and whether the Offeror (or team member) has been, within the past ten (10) years, in litigation, arbitration, or have had any judgments against the Offeror (or a team member). Provide a detailed description.
- Indication of whether the Offeror ever maintained or currently maintain errors and omissions insurance and, if so, the amount of the coverage, deductible, and the carrier of the insurance.

3.9.2 SECTION II - RELEVANT EXPERIENCE/PAST AND PRESENT PERFORMANCE.

3.9.2.1 RELEVANT PROJECT EXPERIENCE. Provide the following information on projects for which the Offeror (or team member) acted as prime Operator. Identified projects must demonstrate an ability to perform a project of this magnitude.

- List of the golf courses operated and renovations and operations of historic properties that the Offeror has successfully completed within the past ten (10) years or that are currently in progress. In the case of joint ventures, any principal member's project's over the past ten (10) years.
- For each project listed above please provide the following:
 - The name, address, and brief description of:
 - Golf Courses: type (private/semi-private/public); Initiation Fees, Annual Dues, Greens Fees; Rounds played/year; clubhouse amenities.
 - Historic/Re-Adaptive Uses, e.g. historic inns – Type; Cost (design and construction); Number of Rooms; Average Room Rate, etc.
 - The name and address of the owner of each project;
 - No more than three (3) photos of each project (each photo not exceeding 8-1/2" by 11" in size) if available;
 - The name, address, telephone e-mail, and fax numbers of a point of contact at the client or other stakeholder for each project (This individual must be familiar with the project and the role of the Offeror played in the project and will be able to respond to the Army inquiries); and,
 - Any other pertinent information to sufficiently describe each project.

3.9.2.2 PAST AND PRESENT PERFORMANCE. Provide the name, address, telephone and fax numbers of at least four (4) clients or other stakeholders for whom the Offeror (or each team member) has successfully operated a golf course and/or renovated/operated historic properties within the past ten (10) years or if the Offeror has operated less than four (4) golf courses, provide four (4) clients or other stakeholders as references over the past twenty (20) years.

In addition to clients, offerors are encouraged to provide the above information from other project stakeholders that the Offeror considers important to understanding the success of the Offeror's work. These references should be able to assess the degree of client (or other stakeholder) satisfaction.

The Army intends to contact all the references that the Offeror lists; the Offeror's inclusion of the information requested above will be considered authorization to do so. Some of the factors that contribute to client satisfaction and what the Offeror's references may be asked to discuss formally are as follows:

- Quality of the working relationship with the client (the tenant and/or owner)
- Professionalism and integrity with which the Offeror conducted business
- Responsiveness to the client's needs and expectations
- Level of communication
- Other relevant aspects in the management of a project development for a client

List all material instances of litigation or formal Alternative Dispute Resolution (ADR) processes (e.g., binding arbitration) during the last ten (10) years and involving a claim in excess of \$50,000 to which each principal member has been a party relating to partnering and/or financial performance. For those matters involving a claim equal to or in excess of \$500,000, provide a detailed description of the litigation or ADR process.

3.9.3 SECTION III – FINANCIAL. (Note: All financial data clearly marked as proprietary will be held in confidence)

- Provide Dunn and Bradstreet numbers for all team members.
- Offerors shall provide audited financial statements (or 10Ks if the entity is publicly owned) for the last three years (parent and holding companies should submit audited financial statements if they intend to commit resources to a Operator or joint venture in which they own a controlling interest). The financial statements should be prepared in accordance with generally accepted accounting principles (GAAP) (see note below) and the financial auditor must be a nationally recognized firm in the accounting industry. The submission must include an assertion as to the accuracy made by the auditor. Auditor contact information should also be provided.
- If audited financial statements have not been performed for the Offeror's corporation or partnership, or if the Offeror is an individual, provide a complete and current personal financial statement for the Offeror and all the Offeror's partners/officers.
- Describe financing arrangements that the Offeror has structured for major projects within the past ten (10) years that are similar in scope to the RIA project. Include information on previous debt and equity sources and terms and any fees.
- Provide the names, addresses, telephone numbers, and e-mail of at least two commercial or institutional credit references from which the Offeror has previously obtained financing. Attach a letter authorizing each credit reference to respond to inquiries from the Army.

3.9.4 SECTION IV – DEVELOPMENT PLAN. This factor will be used to evaluate and demonstrate that the Offeror has a clear understanding of the opportunity to enhance the land and historic improvements supporting the golf facilities, Quarters One, and/or the 11-acre parcel. Specifically, the Offeror shall submit a detailed narrative describing the Offeror's proposed project concept and vision. The Army is seeking an Offeror that can bring creativity and innovation to the project.

3.9.5 SECTION V – MARKETING PLAN. A project of this scope will require marketing to potential users. Applicants should recognize that the project is solely a commercial venture and not dependent on the provision of services to any RIA identified users. The Offeror will provide a description of how they intend to solicit users for the golf facilities, Quarters One, and/or 11-acre parcel. Specifically, the Offeror shall provide an overview of the marketing plan to research and identify the necessary users to make the overall project financially feasible.

3.9.6 SECTION VI – MANAGEMENT/MAINTENANCE PLAN. This factor considers the Offeror's capability to understand and address the project's operations,

including property management and facilities maintenance. Specifically, the Offeror should provide their approach to property operations and management of the project as well as describe previous comparable projects where they have performed similar functions. The Offeror should employ appropriate environmental and historical preservation practices per NEPA and SHPO compliance. In addition, the Offeror should include detailed information (i.e. resumes) on personnel that will be involved in the management of the RIA project.

3.9.7 SECTION VII – CAPABILITY/QUALIFICATIONS.

3.9.7.1 STAFFING PLAN. Please provide the following:

- Describe the Offeror's organizational approach to executing the Offeror's responsibilities, providing the overall project coordination, and responding to the Army during all phases of the project. Include an organizational chart and staffing plan that demonstrates the Offeror's capability of carrying out all functions required for this project. If applicable, present a timetable for hiring any additional staff.
- Discuss the extent to which the Offeror is planning to commit staff and other resources to the project and development of the Business and Leasing Plan.

3.9.7.2 QUALIFICATIONS OF KEY PERSONNEL. Please provide the following:

- Identify the Offeror's key personnel and their respective roles during development of the Plan. Key personnel are the individuals considered critical to the accomplishment of the required services. Indicate the extent to which the proposed key personnel have worked together as a team on projects of this financial magnitude or greater.
- Provide a resume for each of the proposed key personnel. Key personnel are those who are considered critical to the accomplishment of the Plan. Resumes, which are limited to one-page, must include a description of the individual's duties and responsibilities, education, knowledge, skills, expertise, and other qualifications relevant to development of the Plan.
- Attach a statement to the resume for each of the proposed key personnel defining the extent of their availability and corporate commitment. The resume for each person must clearly indicate whether the person is or is not currently the Offeror's employee and, if not so employed, what kind of commitment or offer of employment the Offeror's firm has been made to assure availability of this person during the development of the Plan.

3.9.8 SECTION VII – ACHIEVEMENT OF ARMY GOALS, CONCEPTS AND OBJECTIVES. This factor considers the extent to which the Offeror's approach indicates an understanding of the Army's goals and a realistic approach to accomplishing them. Specifically, Operator's should describe how this approach and how the goals of the Army will be achieved during the project term.

3.10 SOURCE SELECTION EVALUATION PROCESS. An evaluation team will evaluate each application. The team will determine the overall value of the application to the Army and the potential for meeting the goals of the leasing arrangement, in accordance with the evaluation factors previously stated. Therefore, the application should contain all information that the Offeror deems is needed by the Army to make a selection. Applications will be evaluated on their own merit, independently and objectively. While the government does not intend to meet with Offerors regarding revisions to their applications prior to any oral presentations, the Army may contact Offerors to clarify certain aspects of their application or to correct clerical errors. The information submitted in the Offeror's written proposal will be reviewed by the evaluation team prior to any oral presentation. This will allow the team members time to become familiar with the offer firm's experience, project approach, financial elements, and to generate questions that may be posed in anticipation of any oral presentation. RIA reserves the right to form a basis for determining a competitive range before or after any oral presentations.

After the final evaluation of the applications, the Army will select the Offeror whose application offers the **best overall value**. Selection will be based on an integrated assessment of the factors set forth in Section 3.0. Though preferred, a proposal that utilizes all real estate may or may not be the best value proposal. Upon selection, the Army and the Offeror will commence work, as outlined in this Lease Proposal, with the intent to enter into a leasing arrangement.

4.0 EVALUATION CRITERIA

4.1 APPLICATION EVALUATION PROCESS. Each individual evaluation factor will be rated as indicated below. The evaluators will assign one of the following ratings to each factor:

- 1) Exceptional Plus (E+): The Offeror has addressed substantially all of the elements in this factor in a manner that demonstrates superior added value above a satisfactory response for substantially all of the elements.
- 2) Exceptional (E): The Offeror has addressed many of the elements of this factor in a manner that demonstrates superior added value above a satisfactory response and has addressed substantially all of the remaining elements in this factor in a manner that demonstrates high added value above a satisfactory response.
- 3) Acceptable Plus (A+): The Offeror has addressed many of the elements of this factor in a manner that demonstrates some added value above a satisfactory response and has addressed substantially all of the remaining elements in this factor in a manner that demonstrates a satisfactory response.
- 4) Acceptable (A):. The Offeror has addressed substantially all of the elements in this factor in a satisfactory manner.
- 5) Unacceptable (U): The Offeror has failed to address substantially all of the elements of this factor in a satisfactory manner or has simply failed to address substantially all of the elements in this factor.
- 6) Neutral: This rating will only be used to evaluate an Offeror in the past performance evaluation factor. The Offeror did not have a sufficient history that could be evaluated in a level of detail that allowed the evaluation team to draw a conclusion about the Offeror's past performance

4.2 OVERALL PROPOSAL RATING PROCESS. In addition, the evaluators will assign an overall rating to each proposal as indicated below:

- 1) Exceptional Plus (E+): The Offeror has addressed substantially all of the elements in all of the factors in a manner that demonstrates superior added value above a satisfactory response.
- 2) Exceptional (E): The Offeror has addressed many of the factors in a manner that demonstrates superior added value above a satisfactory response and has addressed substantially all of the remaining factors in a manner that demonstrates high added value above a satisfactory response.
- 3) Acceptable Plus (A+): The Offeror has addressed many of the factors in a manner that demonstrates some added value above a satisfactory response and has addressed substantially all of the remaining factors in a manner that demonstrates a satisfactory response.
- 4) Acceptable (A): The Offeror has addressed substantially all of the factors in a satisfactory manner.

- 5) Unacceptable (U): The Offeror has failed to address substantially all of the factors in a satisfactory manner or has simply failed to address substantially all of the factors.

4.3 RISK RATINGS. The evaluators will justify the evaluation factor rating by drawing upon the strengths, weaknesses, and risks identified for each of the evaluation factors. In addition to the ratings above, a risk rating will be assigned to each of the individual factors. The purpose of this rating is to assess the level of risk associated with each Offeror. The evaluators will assign one of the following ratings to each of the individual factors:

- 1) **Low Risk:** Any weaknesses identified by the evaluators in the experience, approach, capabilities, and/or past performance record of the Offeror have little potential to cause disruption to the planning and implementation phases. Normal contractor/government effort and monitoring will probably minimize any difficulties.
- 2) **Moderate Risk:** These are weaknesses identified by the evaluators in the experience, approach, capabilities, and/or past performance record of the Offeror that can potentially cause disruption to the planning and implementation phases. Special contractor/government emphasis and close monitoring will probably minimize any difficulties.
- 3) **High Risk:** These are weaknesses identified by the evaluators in the experience, approach, capabilities, and/or past performance record of the Offeror that have the potential to cause significant disruption to the planning and implementation phases even with special contractor/government emphasis and close monitoring.

The evaluators will document the weaknesses and their potential impact on disruption to the planning and implementation phases of the installation specific projects to justify the contractor selection rating. Oral presentations will be evaluated on the same basis as the written proposals and blended into the final evaluation.

5.0 ARRANGEMENTS FOR INSPECTION OF SITE.

Arrangements can be made with RIA for the inspection of the site described in this NOL. To make such arrangements, call Ellie Martin at RIA: (309) 782-1875 or email at martine@ria.army.mil

6.0 POINTS OF CONTACT

6.1 INFORMATION AND CLARIFICATIONS

Questions, clarifications, and general information requests can be directed to the following:

Office	Name	Address	Phone & Fax
(Real Estate advisory services contractor to RIA)	Stephen Redlich	4520 East West Highway, Suite 615 Bethesda, MD 20817 stephen.redlich@novoco.com	P (240) 235-1705 F (240)-235-1702

Inquiries on leasing issues and questions of title should be addressed to:

Office	Name	Address	Phone & Fax
U.S. Army Corps of Engineers Baltimore District Attn: Real Estate Division	Joseph Consoli	10 South Howard Street Baltimore, MD 21201 Mailing Address: P.O. Box 1715 Baltimore, MD 21203-1715 joseph.consoli@nab02.usace.army.mil	P (410) 962-5166 F (410) 962-0866

APPENDIX A

CONFLICT OF INTEREST CERTIFICATION

The Offeror hereby certifies that Novogradac & Company did not assist in the development of this proposal for the Rock Island Arsenal EUL project.

Name: _____

Company: _____

Date: _____

Signature: _____

This form should be signed by the person authorized to represent the significant parties comprising the project team and should be included in the Offeror's proposal.